

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MINNESOTA**

LOIS HELLAND,

Plaintiff,

vs.

WAGNER'S LLC;
KNIGHT SEED COMPANY, LLC;
SHAFER SEED COMPANY; and
ROBERT DEZIEL, individually,

Defendants.

Case No. 0:06-cv-02207-PAM-JSM

ORDER OF DISMISSAL

Pursuant to the Parties' Stipulation filed herein,

IT IS HEREBY ORDERED that the above-entitled action is dismissed on its merits as follows:

1. The above-entitled action is dismissed with prejudice as to all claims and matters as may exist between the Parties on or before the date of the Parties' Stipulation of Dismissal, except such dismissal shall be without prejudice as to any matter between the Parties arising after the date of said Stipulation, including without limitation to any rights, claims and/or defenses as may arise from the ongoing employment relationship between the Parties pursuant to the terms of the attached Memorandum of November 7, 2006 from Defendant Wagner's, LLC to Plaintiff;
2. The foregoing dismissal is without an award to any of the above-named Parties of their respective costs and disbursements, including any attorney fees, each Party to bear her/its own costs, disbursements and attorney fees; and

3. The foregoing Dismissal shall enter without delay, and as a final judgment of the Court.

Dated: January 19, 2007

s/Paul A. Magnuson

Paul A. Magnuson
United States District Judge

EXHIBIT "A"



To: Lois Helland

From: Robert Yoder

Date: November 7, 2006

Lois,

This will confirm your employment with Wagner's will continue through November 1, 2007 on a for-cause basis. Your salary and benefits will continue as they currently exist for every month your employment hereafter continues through November 1, 2007. Absent earlier termination of your employment by your voluntary quit or by Wagner's involuntary discharge of you for cause, you will be deemed to have earned a bonus in the amount of \$50,000 upon completion of your employment through November 1, 2007, and which bonus shall be due and payable on November 1, 2007. In the event your employment should terminate earlier than November 1, 2007 due to your voluntary quit or due to your having been involuntarily terminated by Wagner's for cause, then you will have not earned the \$50,000 bonus, and you will be paid your salary earned through your last date of employment. In the event Wagner's terminates your employment prior to November 1, 2007 for reasons other than for cause, then Wagner's will still owe and continue to pay you for all salary and benefits through November 1, 2007, and Wagner's will also pay you a \$50,000 bonus on November 1, 2007.

Thank you.